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JS-6

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d/b/a Jump For Fun a/k/a Jump For Fun California

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Sanrio, Inc., Plaintiff, v. Jump For Fun, Inc. d/b/a Jump For Fun a/k/a Jump For Fun California, et al., Defendants. } Case No. CV12-07352 MMM (JCGx)
} [PROPOSED] CONSENT DECREE
} PURSUANT TO STIPULATION

The Court, having read and considered the Joint Stipulation for Entry of Consent Decree that has been executed on behalf of Plaintiff Sanrio, Inc. (“Plaintiff”), on the one hand, and Defendant Jump For Fun, Inc. d/b/a Jump For Fun a/k/a Jump

1 For Fun California (“Defendant”), on the other hand, and good cause appearing
2 therefore, hereby:

3 ORDERS that this Consent Decree shall be and is hereby entered in the within
4 action as follows:

5 1) This Court has jurisdiction over the parties to this action and over the subject
6 matter hereof pursuant to 17 U.S.C. § 101 et seq., 17 U.S.C. § 501, 28 U.S.C. §§ 1331
7 and 1338, and 28 U.S.C. § 1367.

8 2) Plaintiff alleges that it is the exclusive licensee of all rights in and to certain
9 intellectual property listed in Exhibit “A,” attached hereto and incorporated herein by
10 this reference (“Plaintiff’s Property”).

11 3) Plaintiff alleges that it has expended considerable resources in the creation and
12 commercial exploitation of Plaintiff’s Property on merchandise and in the
13 enforcement of its intellectual property rights in Plaintiff’s Property.

14 4) Plaintiff has alleged that Defendant has made unauthorized uses of Plaintiff’s
15 Property or substantially similar likenesses thereof. Defendant has denied any
16 infringing activity but nevertheless has consented to this consent decree for purposes
17 of amicably resolving the matter.

18 5) Defendant and its agents, servants, employees and all persons in active concert
19 and participation with it who receive actual notice of the injunction are hereby
20 restrained and enjoined from:

21 a) Infringing Plaintiff’s Property, either directly or contributorily, in any
22 manner, including, but not limited to manufacturing, importing, distributing,
23 advertising, selling, offering for sale, any unauthorized product which features
24 any of Plaintiff’s Property (“Unauthorized Products”), and, specifically:

25 i) Importing, manufacturing, distributing, advertising, selling, offering
26 for sale, the Unauthorized Products or any other unauthorized

1 products which bear a substantial similarity to any of Plaintiff's
2 Property;

3 ii) Importing, manufacturing, distributing, advertising, selling, offering
4 for sale, renting or offering to rent any unauthorized promotional
5 materials, labels, packaging or containers which picture, reproduce,
6 copy or use the likenesses of or bear a confusing similarity to
7 Plaintiff's Property;

8 iii) Engaging in any conduct that tends falsely to represent , or is likely to
9 confuse, mislead or deceive purchasers, Defendant's customers and/or
10 members of the public to believe, the actions of Defendant, the
11 products sold by Defendant, or Defendant itself is connected with
12 Plaintiff, is sponsored, approved or licensed by Plaintiff, or is
13 affiliated with Plaintiff; or
14 iv) Affixing, applying, annexing or using in connection with the
15 importation, manufacture, distribution, advertising, selling, offering
16 for sale, or other use of any goods or services, a false description or
17 representation, including words or other symbols, tending to falsely
18 describe or represent such goods as being those of Plaintiff.

19 6) Each side shall bear its own fees and costs of suit.

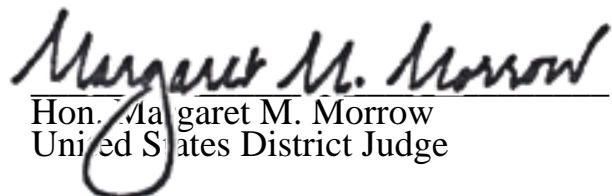
20 7) This Consent Decree shall be deemed to have been served upon Defendant at
21 the time of its execution by the Court.

22 8) The Court finds there is no just reason for delay in entering this Consent Decree
23 and, pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court
24 directs immediate entry of this Consent Decree against Defendant.

25 9) The Court shall retain jurisdiction of this action to entertain such further
26 proceedings and to enter such further orders as may be necessary or appropriate
27 to implement and enforce the provisions of this Consent Decree.

1 10) Except as provided herein, all claims alleged in the Complaint as to Defendant
2 are dismissed with prejudice.
3

4 Dated: November 8, 2012


5 Hon. Margaret M. Morrow
6 United States District Judge
7

8 Presented By:
9

10 J. Andrew Coombs, A Prof. Corp.
11

12 By: _____
13 J. Andrew Coombs
14 Annie S. Wang
15 Attorneys for Plaintiff Sanrio, Inc.
16

17 Buche & Associates, P.C.
18

19 By: _____
20 John Karl Buche
21 Lindsay D. Molnar
22 Attorneys for Defendant Jump For
23 Fun, Inc. d/b/a Jump For Fun a/k/a
24 Jump For Fun California
25
26
27
28

EXHIBIT A

SANRIO CO.'S COPYRIGHTED DESIGNS

Copyright Registration	Title of Work (Character)	Type of Work
VA 130-420	HELLO KITTY	Graphic Artwork